

## LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE ("Lease") is entered into effective as of the 1st day of December, 2009 (the "Effective Date"), by and between **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee, and the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended (collectively, "Landlord"); and **NUCOR STEEL MEMPHIS, INC.**, a Delaware corporation ("Tenant").

### **RECITALS:**

In consideration of the premises, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. **Buffer Area:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions hereof, all that certain piece, parcel, or tract of land containing approximately 170.741 acres of land more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Buffer Area"); being located adjacent to and contiguous with the west boundary of Tenant's existing steel mill facility in Memphis, Tennessee; and being located adjacent to and contiguous with the south boundaries of a 16,971-acre slack water harbor (known as Pidgeon Harbor) and a 41,421-acre dock area currently subject to a license agreement and lease agreement, respectively, between Landlord and Tenant.

2. **Commencement Date; Term:**

(a) The "Commencement Date" hereunder shall be December 1, 2009. Landlord hereby covenants that Landlord shall deliver full and exclusive possession of the Buffer Area to Tenant effective as of the Commencement Date.

(b) The term of this Lease shall be for a ten (10) year period beginning on the Commencement Date (the "Term"). The first lease year shall commence on the Commencement Date and shall continue for a period of one full year therefrom, ending at the end of the day immediately preceding the first anniversary of the Commencement Date; and each lease year thereafter shall commence on the day which represents the anniversary of the Commencement Date and shall continue for a period of one full year therefrom, ending at the end of the day immediately preceding the anniversary of the Commencement Date.

3. **Rent:** In consideration for Tenant's possession and use of the Buffer Area under this Lease, Tenant shall pay to Landlord an annual rental payment of Forty Thousand Dollars (\$40,000.00) per year payable in advance, which rental payment shall increase by three percent (3%) annually with the first such increase to begin at the inception of the second lease year (the "Rent"). The first payment of Rent shall be payable upon the date of full execution of this Lease

by Landlord and Tenant, and each subsequent payment of Rent thereafter shall be payable on each year anniversary of the Commencement Date during the Term.

4. **Place of Payment:** All amounts payable under Section 3 of this Lease, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord set forth in Section 21 hereof, or at such other place as Landlord may from time to time designate by written notice to Tenant.

5. **Option to Purchase.**

(a) Landlord does hereby give, grant, bargain, sell and convey unto Tenant the exclusive right and option (the "Option") during the Option Period (as hereinafter defined) to purchase all of Landlord's right, title and interest in and to the Buffer Area. The period during which the Option may be exercised shall be sixty (60) days prior to the expiration of the Term through and including the date that is sixty (60) days after such expiration (the "Option Period"). In furtherance of the foregoing, Tenant's right to exercise the Option within the 60-day period after expiration of the Term, and any and all rights hereunder related thereto, shall survive such expiration. Provided that Tenant is not in substantial material default hereunder, Tenant may exercise the Option at any time during the Option Period by providing written notice thereof to Landlord (the "Notice of Exercise"). Upon exercise of the Option by Tenant, the terms of purchase and sale for the Buffer Area shall be as set forth in the Real Estate Purchase Agreement attached hereto as Exhibit B and incorporated by this reference as if fully set forth herein (the "Purchase Agreement"). If Tenant exercises the Option, then, subject to the terms and provisions of the Purchase Agreement: (i) the closing of the sale and purchase of Landlord's interest in the Buffer Area (the "Closing") shall occur on or before the date that is sixty (60) days after the date that Tenant delivers the Notice of Exercise to Landlord; (ii) the Closing shall occur at the offices of Moore & Van Allen, PLLC in Charlotte, North Carolina, or such other location designated by Tenant; (iii) Closing may be accomplished via mail or overnight delivery service; and (iv) at or prior to Closing, Tenant shall pay to Landlord the sum of One Hundred Dollars (\$100.00) (the "Purchase Price") as the purchase price for all of Landlord's right, title and interest in and to the Buffer Area. Landlord and Tenant each hereby agree to execute a Memorandum of Lease and Option to Purchase in the form attached hereto as Exhibit C and incorporated herein (the "Memorandum") which shall, at Tenant's option, be recorded in the Office of the Register of Deeds of Shelby County, Tennessee. Any transfer taxes or conveyance fees payable upon recordation of the Memorandum will be payable by Tenant. The provisions of this Section 5(a) shall survive the expiration of the Term.

(b) If any terms of the Option shall be judicially determined unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, or (ii) any other statutory or common law rule imposing like or similar time limits, then such terms shall continue only for the period of twenty-one years after the death of the last survivor of the lineal descendants of Elizabeth II, Queen of England, living as of the date hereof, or the maximum term allowed by law, if greater.

6. **Use of Buffer Area:** Tenant intends to use the Buffer Area solely as a buffer with respect to its adjacent steel mill facility; and also intends to engage in the reasonable and

lawful use of the levee located on the Buffer Area at the eastern boundary (collectively, the "Use"). Except as may otherwise be required by applicable Laws (as defined below), Tenant shall not, without the prior written consent of Landlord, construct any permanent improvements upon the Buffer Area or use the Buffer Area for storage, marshaling, staging, docking, hunting, trapping, farming or other agricultural uses including, without limitation, the planting, clearing or cutting of crops, brush or trees.

7. **Representations and Warranties:** To induce Tenant to enter into this Lease, each Landlord makes the representations, warranties and covenants hereinafter contained, each of which is material to, and is relied upon, by Tenant:

(a) **No Leases.** No portion of the Buffer Area is subject to any leases, rights of occupancy or possession, or tenancy of any kind or nature. Notwithstanding the foregoing, Tenant acknowledges that the Buffer Area is subject to (i) the rights of Belz Investco L.P., a Tennessee limited partnership ("Belz"), to use the trail located on the Buffer Area; and (ii) the right of entry at all reasonable times by Landlord and any applicable local, state and federal official for the sole purpose of performing his or her duties (including inspection, maintenance and repair) with respect to the Buffer Area.

(b) **No Mechanic Liens.** No labor has been performed or material furnished for the Buffer Area (i) for which Landlord has not heretofore fully paid, or (ii) for which a mechanic's or materialmen's lien or liens, or any other lien, can be properly claimed by any person or entity.

(c) **Other Agreements.** No other agreements, including, without limitation, any oral agreements, have been entered into with any person or entity relating to or connected with the sale or use of the Buffer Area. Notwithstanding the foregoing, Tenant acknowledges that the Buffer Area is subject to (i) the rights of Belz to use the trail located on the Buffer Area; and (ii) the right of entry at all reasonable times by Landlord and any applicable local, state and federal official for the sole purpose of performing his or her duties (including inspection, maintenance and repair) with respect to the Buffer Area.

(d) **Organization; Compliance.** Landlord is duly organized, validly existing and in good standing under the laws of the State of Tennessee. Landlord has, to the best of its knowledge, complied in all material respects with all federal, state and local laws with respect to the Buffer Area.

(e) **Authority; Execution; No Inconsistent Agreements, etc.** Landlord has full power and authority to make, execute and perform this Lease, and the obligations required hereunder to be performed by Landlord have been duly and validly authorized and approved by all necessary action on the part of Landlord. This Lease has been duly and validly executed and delivered on behalf of Landlord by its duly authorized officer, and this Lease constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms. Neither the execution and delivery of this Lease nor the performance of the obligations hereunder will constitute a violation or breach of the agreements or documents under which Landlord governs itself; or of any provision of any contract or other instrument to which Landlord is a party or by which Landlord's business may be affected or secured; or of any order, writ, injunction, decree, statute,

rule or regulation affecting Landlord's business or the Buffer Area or to which Landlord is otherwise subject.

(f) Title. Landlord has good and marketable fee simple title to the Buffer Area, free and clear of all mortgages, pledges, security interests and conditional sales agreements, encumbrances, liens or charges of any kind or character which would affect the marketability of title to the Buffer Area.

To induce Landlord to enter into this Lease, Tenant makes the representations, warranties and covenants hereinafter contained, each of which is material to, and is relied upon, by Landlord:

(a) Organization. Tenant is a duly organized and validly existing Delaware corporation authorized to do business in Tennessee.

(b) Authority; Execution; No Inconsistent Agreements, etc. Tenant has full power and authority to make, execute and perform this Lease, and the obligations required hereunder to be performed by Tenant have been duly and validly authorized and approved by all necessary action on the part of Tenant. This Lease has been duly and validly executed and delivered on behalf of Tenant by its duly authorized officer, and this Lease constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms. Neither the execution and delivery of this Lease nor the performance of the obligations hereunder will constitute a violation or breach of the agreements or documents under which Tenant governs itself; or of any provision of any contract or other instrument to which Tenant is a party or by which Tenant's business may be affected or secured; or of any order, writ, injunction, decree, statute, rule or regulation affecting Tenant's business or to which Tenant is otherwise subject.

#### 8. Taxes:

(a) Tenant shall, during the Term, as additional rent, pay and discharge, as and when the same shall become due and payable, all taxes, assessments and other governmental impositions and charges on the Buffer Area which arise or accrue from and after the Commencement Date (collectively, "Taxes"). All such Taxes which shall become payable during each of the calendar years in which the Term commences and terminates, shall be apportioned pro-rata between Landlord and Tenant in accordance with the respective portions of such years during which such Term shall be in effect. Landlord shall pay all Taxes owed for the period prior to the Commencement Date, including, without limitation, such Taxes which arise due to a reassessment of the Buffer Area whether in the nature of "roll-back" taxes due to a change in use of the Buffer Area or otherwise, excluding the portion of any such Taxes attributable to any improvements by Tenant (which will be Tenant's responsibility).

(b) Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable and Tenant shall have the right, if necessary, to conduct such legal proceedings in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing; provided that, notwithstanding Tenant's right to contest and review Taxes, Tenant shall promptly

pay all such Taxes if at any time the Buffer Area or any part thereof shall then be immediately the subject of a tax foreclosure sale.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as and when received by Landlord.

(d) Nothing contained in this Lease shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer (except in connection with the recordation of any memorandum of lease), gift, franchise, income, gross receipts (whether imposed on Landlord or Tenant, but excluding any separate tax on rents), excise or profit taxes that are or may be imposed upon or assessed against Landlord, its heirs, successors or assigns.

9. **Governmental Access; Liens; Accessibility:**

(a) Tenant's right to quiet use and enjoyment of the Buffer Area is subject to the right of entry upon the Buffer Area described in this Section 9(a) below at all reasonable times by Landlord and any applicable local, state and federal official, but only for the purpose of performing his or her duties (including inspection, maintenance and repair) with respect to the Buffer Area. In furtherance of the foregoing, Tenant hereby agrees to facilitate access to, and passage over, the levee located on the Buffer Area at the eastern boundary at all reasonable times by Landlord and certain governmental entities, including the United States Army Corps of Engineers, for purposes of working on and about the levee including engaging in flood fight.

(b) Tenant shall maintain the Buffer Area free of all liens or other charges which may arise and which relate to the Use. In the event any lien, encumbrance or other charge is placed upon Landlord's interest in the Buffer Area due to the Use, Tenant shall cause such lien, encumbrance or other charge to be removed or discharged (by bonding or otherwise) within sixty (60) days of its filing. If Tenant fails to do so Landlord, shall have the right, but not the obligation, to cause any such lien or other charge to be removed, and all liabilities, costs and expenses related thereto shall be for the account of Tenant and payable to Landlord immediately upon demand by Landlord.

(c) Landlord shall not be responsible for any damage occasioned by Tenant; for loss of profits; for lack of accessibility to the Buffer Area, to equipment or otherwise; or by any natural action of the Mississippi River or its backwaters, including flood, except as otherwise provided herein.

10. **Requirements of Public Authority:**

(a) During the Term, Tenant shall substantially observe and comply in all material respects all applicable laws, ordinances (e.g., without limitation, zoning ordinances), requirements, orders, directives, rules and regulations of the federal, state, and county

governments and of all other governmental authorities (collectively the "Laws") affecting Tenant's Use of the Buffer Area.

(b) Tenant shall have the right to contest by appropriate legal proceedings, in the name of Tenant or Landlord (as legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section 10 and if compliance therewith may be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith legally until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, directive, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

11. **Assignment and Subletting; Landlord's Right of First Refusal:** Tenant may not sublease the whole or part of the Buffer Area without the prior written approval of Landlord. Tenant may not sell, transfer, or assign this Lease or any interest of Tenant hereunder to any person or entity without the prior written approval of Landlord; provided that, Tenant may freely sell, transfer, assign, mortgage or otherwise encumber this Lease or any interest of Tenant hereunder to an affiliated entity without any prior approval from Landlord. As used herein, "affiliated entity" shall mean any entity in which Tenant or its parent holds, directly or indirectly, twenty percent (20%) or more of the equity interest. Upon any assignment of this Lease or subletting of all or any part of the Buffer Area, Tenant (and any assignee of Tenant) shall remain responsible for the obligations of Tenant under this Lease. Without waiving or releasing the restrictions contained in this Section 11, Landlord and Tenant hereby agree that if at any time during the Term Tenant receives a bona fide offer to purchase Tenant's leasehold or other interest in the Buffer Area from a third party non-affiliated entity which Tenant, in its sole and absolute discretion, is willing to accept, Landlord shall have the right of first refusal to buy such leasehold or other interest for a purchase price equal to the accumulated total Rent paid as of the date Tenant receives such bona fide offer.

12. **Indemnity:** Tenant shall indemnify and save Landlord harmless from and against any and all liability, damages, penalties or judgments (including court costs and attorneys' fees) arising from injury to person or damage to property sustained by anyone in and about the Buffer Area, where such injury or damage results directly from (i) Tenant's breach of Section 19 of this Lease, and/or (ii) any negligent or wrongful act or omission of Tenant or Tenant's agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter or claim, except as may result from the negligence or intentional acts of Landlord; provided that, Tenant shall not fail or refuse to defend based solely upon an allegation accusing Landlord of acting negligently or intentionally.

13. **Insurance:**

(a) Tenant shall obtain and maintain throughout the Term, at its own cost and expense, a commercial general liability insurance policy naming each Landlord as an additional insured in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence, covering any and all claims for property damage and bodily injury, including death, which may occur within the Buffer Area, whether caused by Tenant or by anyone directly or indirectly employed or licensed by Tenant or acting under Tenant's authority or orders. Further, this insurance policy shall be written with an insurance company reasonably satisfactory to Landlord.

(b) Prior to inception of the Term, and prior to entering upon the Buffer Area, Tenant shall deliver to Landlord a certificate of insurance which satisfies the conditions of subparagraph (a) of this Section 13, and which certifies that such insurance is in full force and effect.

(c) At least thirty (30) days prior to the expiration of the above insurance policy, Tenant shall furnish a binder to Landlord renewing such policy. The policy and/or binder shall provide for at least thirty (30) days' prior written notice to Landlord of any material change in coverage or cancellation thereof. Tenant shall promptly deliver to Landlord a certificate from the insurance carrier evidencing the renewal of the policy and payment of the premium.

(d) Landlord may at any time receive and inspect the above insurance policy.

14. **Waiver of Subrogation:** Each party shall exercise commercially reasonable efforts to cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

15. **Eminent Domain:** As used herein, the term "Taking" shall mean and refer to the event of vesting of title in a competent authority vested with the power of eminent domain or condemnation pursuant to any action or proceeding brought by such authority in exercise of such power, including a voluntary sale to such authority, either under threat of, or in lieu of, condemnation or while a condemnation action or proceeding is pending. If, at any time during the Term, there shall be a Taking of all or any substantial portion of the Buffer Area, Tenant in Tenant's sole and unlimited discretion may elect to terminate this Lease, and thereafter Tenant shall surrender the remaining portion of the Buffer Area, if any, to Landlord as of such date, provided that such release and surrender shall in no way prejudice or interfere with Tenant's right to an award for its loss or damage. In the event of a Taking which does not result in Tenant terminating this Lease, the Term shall not be reduced or affected in any way, but the Rent payable hereunder shall be reduced in proportion to the area of the Buffer Area subject to the Taking. The award for any Taking shall be allocated between Landlord and Tenant based on their respective interests in the Buffer Area.

16. **Quiet Enjoyment; Tenant's Title Insurance; Landlord's Inspection:**

(a) Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Buffer Area during the Term without any disturbance from anyone claiming by or through

Landlord, except to the extent such disturbance is permitted hereunder or otherwise described herein.

(b) Landlord acknowledges that Tenant intends to obtain a leasehold title insurance policy insuring Tenant's leasehold estate in the Buffer Area.

(c) Landlord reserves the right to enter the Buffer Area, by its duly appointed and authorized agents, at all reasonable times for the purpose of inspecting and maintaining the Buffer Area; provided that, this sub-paragraph (c) shall not affect Tenant's obligations hereunder.

**17. Defaults; Remedies:**

(a) Each of the following events shall be deemed an event of Tenant default ("Tenant Default") under this Lease: (i) failure by Tenant to pay Rent, or any portion thereof, for a period of fifteen (15) days after Tenant's receipt of written notice of default from Landlord; or (ii) substantial material default by Tenant in the performance of any other term, covenant or condition of this Lease, where such substantial material default continues for thirty (30) days after written notice of such default from Landlord to Tenant specifying the Tenant Default; provided, however, that Tenant shall not be deemed to be in default if Tenant has commenced and is diligently pursuing to cure such Tenant Default; or (iii) the filing of any petition by or against Tenant to declare Tenant bankrupt or insolvent, or to delay, reduce or modify Tenant's debts or obligations; or (iv) the declaration of Tenant as insolvent by the order of a court having competent jurisdiction over matters of insolvency; or (v) any assignment of Tenant's property for the benefit of creditors; or (vi) the involuntary assignment or attachment of or levy on Tenant's interests which is not dismissed, bonded against or otherwise released within thirty (30) days.

(b) Any sum required to be paid by Tenant hereunder which Tenant does not pay within thirty (30) days after its due date shall bear interest in favor of Landlord from the due date at the rate of twelve percent (12%) per annum cumulative (or at such lesser rate as shall constitute the maximum lawful rate permitted in the State of Tennessee) from time to time until paid.

(c) No payment by Tenant, or acceptance by Landlord, of a lesser amount of any sum required to be paid by Tenant hereunder shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Landlord may accept such payment without prejudice to any other rights or remedies which Landlord may have against Tenant. Any payment, however designated, may be accepted by Landlord and applied against any part of Tenant's then existing and then due payment obligations.

(d) Upon the occurrence of any Tenant Default, Landlord shall have the option to waive the Tenant Default or pursue any one or more of the following remedies: (i) Landlord may, by written notice to Tenant, terminate this Lease and accelerate any payments due hereunder, or (ii) re-enter and resume possession of the Buffer Area and may at its option relet the same as agent of Tenant but in the name of Landlord and receive Rent therefor, applying the



same, first, to the payment of expenses to which it may be put in re-entering and reletting and then to the payment of Rent, paying the remainder, if any, over to Tenant, who shall be liable for any deficiency, the execution of a new lease for the Buffer Area being permitted without terminating Tenant's liability or obligation hereunder, such liability to survive. The foregoing rights of Landlord are in addition to and not in exhaustion of such rights that Landlord shall have or causes of action that may accrue to Landlord because of Tenant's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by Landlord of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that Landlord might otherwise have.

(e) In the event Landlord fails to keep or shall violate any condition, stipulation or agreement herein contained on the part of Landlord to be kept and performed, Tenant, at its option, may either waive the default or pursue any one or more of the following remedies: (i) terminate this Lease; and/or (ii) pursue any remedies available to Tenant under this Lease or at law or in equity, including without limitation, specific performance. The failure of Tenant to insist upon strict performance of any of the terms of this Lease shall not be deemed to be a waiver of any rights or remedies that Tenant may have, and shall not be deemed a waiver of any subsequent breach or default in the terms herein contained except as may be expressly waived in writing.

(f) Tenant agrees to pay all reasonable costs of collection, including reasonable attorneys fees, if all or any part of the Rent is collected after maturity with the aid of an attorney; also, Tenant agrees to pay reasonable attorneys fees in the event that it becomes necessary for Landlord to employ an attorney to enforce any of the covenants, obligations or conditions imposed on Tenant under this Lease.

(g) Landlord agrees to pay reasonable attorneys fees in the event that it becomes necessary for Tenant to employ an attorney to enforce any of the covenants, obligations or conditions imposed on Landlord under this Lease.

18. **Waivers:** No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. No waiver of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

19. **Environmental Compliance:** Tenant shall comply in all material respects with all environmental statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the Buffer Area and the use thereof or any part thereof, including without limitation, 42 U.S.C. Section 9601 *et seq.*; 42 U.S.C. Section 6901 *et seq.*; 33 U.S.C. Section 1251 *et seq.*; T.C.A. Section 68-212-201 *et seq.*; T.C.A. Section 68-212-101 *et seq.*; T.C.A. Section 68-215-101 *et seq.*; T.C.A. Section 69-3-101 *et seq.*; and all other applicable federal, state and local environmental statutes and regulations (the "Applicable Environmental Statutes and Regulations"). Tenant shall also comply in all material respects with all environmental restrictive covenants and any other environmental restrictions of record; and shall meet and comply in all material respects with all environmental

requirements of federal and state common law ("Applicable Environmental Common Law"). Applicable Environmental Statutes and Regulations and Applicable Environmental Common Law are hereinafter collectively referred to as "Applicable Environmental Laws". Tenant covenants that all reporting requirements under all Applicable Environmental Laws arising from and relating to the period of Tenant's possession of the Buffer Area during the Term shall be materially complied with, and that all spills by Tenant on the Buffer Area shall be cleaned and removed in a manner in compliance with all Applicable Environmental Laws. The foregoing sentence shall survive the expiration or earlier termination of this Lease.

20. **Force Majeure:** If either party shall be unable for reasons beyond the reasonable control of the party to carry out any of its obligations under this Lease, such circumstances shall constitute a "Force Majeure" event. Examples of Force Majeure events include, but are not limited to, an act of God, action or failure to act by governmental or judicial authority, war, blockade, insurrection, riot, fire, explosion, extraordinary equipment or machinery breakdown, flood, nuclear emergency, landslide, earthquake, or similar cataclysmic occurrence. Upon the occurrence of a Force Majeure event, this Lease shall remain in effect but the affected party's obligations shall be suspended for a period equal to the disabling circumstances. In addition:

(a) the non-performing party shall give the other party prompt notice describing the particulars of the Force Majeure event including, but not limited to, the nature of the occurrence and its expected duration; and

(b) no obligations of either party that arose before the Force Majeure event causing the suspension of performance are excused as a result of the Force Majeure event.

Economic hardship, commercial impracticability and any obligations to make payments will not constitute Force Majeure events.

21. **Notices:** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery; (ii) on the date received by facsimile or other electronic means; (iii) one (1) day after the date tendered for delivery by nationally recognized overnight courier; or (iv) three (3) days after the date tendered for delivery by United States mail with postage prepaid thereon, certified or registered mail, return receipt requested, and in any event addressed as follows:

To Landlord:

Memphis and Shelby County Port Commission  
Attention: Chairman  
1115 Riverside Boulevard  
Memphis, Tennessee 38106-2504  
Telephone: (901) 948-4422  
Facsimile: (901) 775-9818

To Tenant:

Nucor Steel Memphis, Inc.  
Attention: General Manager  
3601 Paul R. Lowry Road  
Memphis, Tennessee 38109  
Telephone: (901) 786-5820  
Facsimile: (901) 786-5901

with a copy to (which shall not constitute notice):

Moore & Van Allen PLLC  
Attention: Ernest S. DeLaney III  
Bank of America Corporate Center  
100 North Tryon Street, Suite 4700  
Charlotte, North Carolina 28202-4003  
Telephone: (704) 331-3519  
Facsimile: (704) 339-5819

Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

22. **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee.

23. **Partial Invalidity:** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. **Interpretation; Section Headings:** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not control the interpretation hereof. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord, its successors-in-interest, successors-in-title and/or assigns shall, during the term of its ownership of its estate herein, be deemed to be Landlord.

25. **Entire Agreement; Modification:** It is expressly agreed by Landlord and Tenant, as a material consideration for the execution of this Lease, that (i) this Lease, including written extrinsic documents referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof which supersedes all oral statements, prior representations, documents, agreements and statements transmitted between the parties; (ii) there are, and have been, no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Lease or to the expressly referenced, written extrinsic documents

which are not incorporated herein; and (iii) this Lease may not be modified except by an instrument in writing signed by both Landlord and Tenant.

26. **Time is of the Essence:** Except as expressly provided otherwise herein, time is of the essence with the respect to the performance of the terms and provisions of this Lease.

27. **Counterparts; Faxed Signatures:** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The undersigned further agree that this Lease may be transmitted between them by facsimile signatures, and the parties further intend that faxed signatures constitute original signatures and that a faxed Lease (whether one or more counterparts) containing the originals (original or faxed) of all the parties is binding on the parties. If the parties exchange facsimile signatures, then the parties agree to exchange the original signatures as soon thereafter as is reasonably practical.

28. **Holding Over:** If Tenant continues its Use and possession of the Buffer Area after the expiration or earlier termination hereof, a month-to-month tenancy shall be created terminable at will by either party upon one (1) month's prior written notice to the other party and shall be on the same terms and conditions as those herein specified including, without limitation, Rent and the Option.

29. **Transfer of Landlord's Interest:** Subject to the Option, Landlord shall be entitled to assign, sublet, sell, convey or otherwise transfer its interest in the Buffer Area or in this Lease provided the transferee expressly assumes in writing the obligations of Landlord hereunder except for accrued liabilities of Landlord as of the date of such transfer. Landlord shall be relieved of its liabilities hereunder following such transfer, excluding accrued liabilities as of the date of such transfer. In the event of a transfer of Landlord's interest in compliance with the terms of this Section 29, Tenant agrees to attorn and look to the assignee or transferee as Landlord hereunder in the place and stead of Landlord, provided Tenant has first received a fully executed written instrument of transfer complying with the provisions of this Section 29.

30. **No Partnership:** Nothing contained in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party liable for the debts or the obligations of the other.

31. **No Third Party Beneficiaries:** The agreements included herein, and otherwise made between the parties hereto as part of this transaction, are for the exclusive benefit of Landlord and Tenant and there shall be no third party beneficiary of any of the provisions of this Lease.

[The remainder of this page is left blank intentionally.]

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Lease to be executed by their duly authorized officers, effective as of the Effective Date.

**LANDLORD:**

ATTEST:

**CITY OF MEMPHIS,**  
a Tennessee municipal corporation

\_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged him(her)self to be the Mayor of the **CITY OF MEMPHIS**, a municipal corporation of the State of Tennessee, and that (s)he as Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by him(her)self as Mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

ATTEST:

**COUNTY OF SHELBY,**  
one of the counties of the State of Tennessee

\_\_\_\_\_  
Clerk of County Commission

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

APPROVED AS TO LEGAL FORM,  
EFFICACY AND PROPRIETY:

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged him(her)self to be the Mayor of the **COUNTY OF SHELBY**, State of Tennessee, and that (s)he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by him(her)self as Mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

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**MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended

ATTEST:

*James Moore*  
Secretary-Treasurer

By: *Thomas E. Fisher*  
Thomas E. Fisher, Chairman

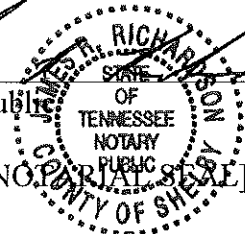
APPROVED AS TO FORM:

*James R. Richardson*  
Port Commission Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, James R. Richardson, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as Chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 4<sup>th</sup> day of November, 2009.

*James R. Richardson*  
Notary Public  


MY COMMISSION EXPIRES  
My commission expires: NOVEMBER 7, 2012

[AFFIX NOTARIAL SEAL]

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**TENANT:**

**NUCOR STEEL MEMPHIS, INC.,**  
a Delaware corporation

ATTEST:

Jill Olsen  
Name: Jill Olsen

By: B. Thad Solomon  
B. Thad Solomon, Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

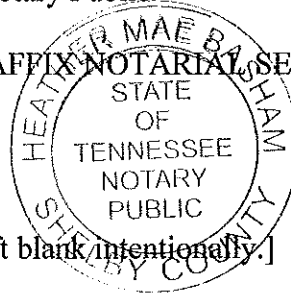
Before me, Heather Mae Basham, a Notary Public in and for the State and County aforesaid, personally appeared **B. THAD SOLOMON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of **NUCOR STEEL MEMPHIS, INC.**, a Delaware corporation, and that he as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal at office, on this the 9<sup>th</sup> day of October, 2009.

Heather Mae Basham  
Notary Public

My commission expires: 12/7/2011

[AFFIX NOTARIAL SEAL]



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## EXHIBIT A

### LEGAL DESCRIPTION

#### BUFFER AREA:

BEING A LEGAL DESCRIPTION OF A PARTITION OF PART OF THE CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN PROPERTY RECORDED IN BOOK 3937 – PAGE 205 AT THE SHELBY COUNTY REGISTER’S OFFICE (SCRO), SAID PROPERTY BEING PART OF LOT 14, BEING PART OF LOT 18, BEING PART OF LOT 19, AND BEING PART OF STEPHENSON (LOT) OF THE SUBDIVISION SHOWN ON THE MAP OF THE ENSLEY PLANTATION AS RECORDED IN PLAT BOOK 3 – PAGE 59 AND PAGE 60 (SCRO), SAID PARTITION TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS “SUBJECT PARCEL 04”, AND SAID SUBJECT PARCEL 04 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TANGENT INTERSECTION OF THE CENTERLINE OF RIVERPORT ROAD [PUBLIC, PAVED ROAD - 84 FEET WIDE] AND THE CENTERLINE OF PAUL R. LOWRY ROAD [PUBLIC, PAVED ROAD – 84 FEET WIDE]; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST – 6299.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST – 530.57 FEET TO THE NORTHEAST CORNER OF PROPERTY OWNED, NOW OR FORMERLY, BY NUCOR STEEL MEMPHIS, INC. (INSTRUMENT NUMBER 06100440), SAID NORTHEAST CORNER AS EVIDENCED BY A FOUND IRON PIN; THENCE NORTH 89 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE NORTHERLY DEED LINE OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY- 4,410.51 FEET TO THE NORTHWEST CORNER OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY [FOUND REBAR], SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE WESTERLY DEED LINE OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY - 2,429.58 FEET TO A FOUND 3/4 INCH REBAR AT AN ANGLE POINT; THENCE SOUTH 08 DEGREES 22 MINUTES 00 SECONDS WEST (CONTINUING ALONG SAID WESTERLY DEED LINE OF THE NUCOR STEEL MEMPHIS, INC. PROPERTY) - 1,343.01 FEET TO A FOUND 1/2 INCH REBAR AT AN ANGLE POINT; THENCE SOUTH 20 DEGREES 58 MINUTES 34 SECONDS WEST (CONTINUING ALONG SAID WESTERLY DEED LINE OF THE NUCOR STEEL MEMPHIS, INC. PROPERTY AND THE SOUTHWESTERLY PROJECTION THEREOF AND PASSING A FOUND 1/2 INCH REBAR AT 409.22 FEET) A DISTANCE OF 1109.69 FEET TO A SET CAPPED REBAR (FOUND ALUMINUM CAP AT SOUTH 20 DEGREES 58 MINUTES 34 SECONDS WEST – 50.0 FEET FROM SUBJECT 04 CORNER), SAID SET CAPPED REBAR BEING IN THE NORTHERLY LINE OF THAT 100 FOOT WIDE NATURAL GAS PIPELINE EASEMENT (CENTERPOINT ENERGY, INC.) OF RECORD IN BOOK 3182 – PAGE 269, BOOK 4662 – PAGE 352 AND INSTRUMENT NUMBER EZ-0835 (SCRO); THENCE NORTH 67 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID NORTHERLY LINE OF 100 FOOT WIDE NATURAL GAS PIPELINE EASEMENT – 1728.59 FEET TO THE EASTERLY DEED LINE OF THE BELZ INVESTCO L.P. PROPERTY OF RECORD IN INSTRUMENT NUMBER AW-2470 (SCRO) (FOUND

ALUMINUM CAP AT SOUTH 39 DEGREES 06 MINUTES 55 SECONDS WEST – 52.1 FEET); THENCE NORTH 39 DEGREES 06 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY DEED LINE OF SAID BELZ INVESTCO L.P. PROPERTY – 720.56 FEET TO A FOUND 1 INCH REBAR AT AN ANGLE POINT; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS EAST ALONG SAID EASTERLY DEED LINE OF SAID BELZ INVESTCO L.P. PROPERTY - 2,816.89 FEET TO A FOUND ALUMINUM CAP AT AN ANGLE POINT; THENCE NORTH 25 DEGREES 30 MINUTES 00 SECONDS WEST (CONTINUING ALONG SAID EASTERLY DEED LINE OF THE BELZ INVESTCO L.P. PROPERTY) – 432.17 FEET TO A SET REBAR IN A LINE OF PARTITION OF THE SAID CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN PROPERTY RECORDED IN BOOK 3937 – PAGE 205, SAID LINE OF PARTITION BEING THE SOUTHWESTWARDLY PROJECTION OF THE WESTERNMOST SOUTHERLY LINE OF THE SOUTH HARBOR LICENSE AREA (UNRECORDED) SHOWN ON A SURVEY BY PICKERING FIRM, INC. TITLED “SURVEY OF THREE PARCELS OF LAND BEING PART OF THE CITY OF MEMPHIS, THE COUNTY OF SHELBY AND THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION PROPERTY [INST NO 04017823 AND INST NO G5-2092], AND BEING PART OF THAT SUBDIVISION KNOWN AS THE MAP OF THE ENSLEY PLANTATION [PLBK 3 - PG 59-60]”, SAID SURVEY BEING DESIGNATED AS SHEET NUMBER V101 AND BEING LAST REVISED ON FEBRUARY 6, 2007; THENCE NORTH 84 DEGREES 31 MINUTES 29 SECONDS EAST ALONG SAID LINE OF PARTITION AND SAID SOUTHWESTWARDLY PROJECTION – 954.91 FEET TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID SOUTH HARBOR LICENSE AREA; THENCE NORTH 05 DEGREES 28 MINUTES 31 SECONDS WEST ALONG THE SOUTHERNMOST EASTERLY LINE OF SAID SOUTH HARBOR LICENSE AREA - 175.00 FEET TO THE SOUTHERLY LINE OF SUBJECT PARCEL 02, SAID SUBJECT PARCEL 02 SHOWN ON SAID SURVEY BY PICKERING FIRM, INC; THENCE NORTH 84 DEGREES 31 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY LINE OF SUBJECT PARCEL 02 A DISTANCE OF 1,006.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,437,461 SQUARE FEET OR 170.741 ACRES, MORE OR LESS.

## **EXHIBIT B**

### **REAL ESTATE PURCHASE AGREEMENT**

#### **REAL ESTATE PURCHASE AGREEMENT**

**THIS REAL ESTATE PURCHASE AGREEMENT** ("Agreement") is made and entered into effective as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee, and the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended (collectively, "Seller"); and **NUCOR STEEL MEMPHIS, INC.**, a Delaware corporation ("Purchaser").

1. **Agreement to Purchase and Sell.** Purchaser does, subject to the terms and provisions hereinafter contained, agree to buy from Seller and Seller agrees to sell and convey to Purchaser, or its designee or assignee, all of Seller's right, title and interest in and to all that certain piece, parcel, or tract of land known as the "Buffer Area" and extending to the slack water harbor known as Pidgeon Harbor, as more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Land"), together with: those riparian rights in Pidgeon Harbor associated with the Land but only to the extent such riparian rights do not conflict with the terms of any license agreement between Seller, as licensor, and Purchaser, as licensee for the use of such harbor; any and all buildings, improvements and fixtures located on the Land; all other right, title and interest of Seller in and to any easements, rights-of-way, rights of ingress or egress or other interests in, or to, any land, highway, street, road or avenue, in, on, across, in front of, abutting or adjoining, the Land or in any way related to the Land; and all other rights, privileges and appurtenances owned by Seller and in any way related to the Land (hereinafter collectively referred to as the "Premises").

2. **No Transfer.** Provided that Purchaser is not in default under this Agreement or under that certain Lease Agreement with Option to Purchase, dated effective as of December 1, 2009, by and between Seller, as Landlord, and Purchaser, as Tenant (the "Lease-Option Agreement"), Seller shall not sell, lease, convey, transfer or otherwise dispose of the Premises or any part thereof or interest therein during the term of this Agreement, and through and including the Closing Date, as defined herein, and will not permit the filing of any lien, encumbrance or any other charge against the Premises or any part thereof during such time period. Furthermore, during such time period and except as otherwise agreed between the parties (e.g., without limitation, pursuant to any lease agreement between Seller, as landlord, and Purchaser, as tenant, for the use of the Premises), Seller will not permit others to make, and Seller will be prohibited from making, any use of the Premises or any part thereof.

3. **Pre-Closing Maintenance and Liability.** Except as otherwise agreed between the parties (e.g., without limitation, pursuant to any lease agreement between Seller, as landlord, and Purchaser, as tenant, for the use of the Premises), during the term of this Agreement and

through and including the Closing Date, Seller shall pay all taxes, levies and assessments made against the Premises as and when they become due and payable and will maintain the Premises and remain liable for the state and condition of the Premises and for all acts or omissions occurring on or with respect to the Premises (including, without limitation, any environmental contamination of the Premises or any part thereof).

4. **Purchase Price.**

4.1 The purchase price of the Premises shall be the sum of One Hundred Dollars (\$100.00) (the "Purchase Price").

4.2 The Purchase Price, as adjusted to reflect the prorations under this Agreement, shall be payable in full at Closing.

5. **Conveyance; Permitted Exceptions.** At Closing, the Premises shall be conveyed to Purchaser, or its designee or assignee, by special warranty deed, free and clear of all liens, judgments, mortgages, leases, restrictions, covenants, and encumbrances whatsoever, except for: (i) ad valorem property taxes not then due and payable; (ii) local zoning and subdivision ordinances; (iii) the rights of Belz Investco L.P., a Tennessee limited partnership ("Belz"), to use the trail located on the Premises; (iv) a restriction on the use of the Land solely as a buffer with respect to the adjacent steel mill facility, but allowing for the reasonable use of the levee located on the Land at the eastern boundary; (v) a restriction obligating Purchaser to facilitate access to, and passage over, the levee located on the Land at the eastern boundary at all reasonable times by Seller and certain governmental entities, including the United States Army Corps of Engineers, for purposes of working on and about the levee including engaging in flood fight; (vi) a prohibition against, without the prior written consent of Seller, the construction of any permanent improvements on the Land and against the use of the Land for storage, marshaling, staging, docking, hunting, trapping, farming or other agricultural uses including, without limitation, the planting, clearing or cutting of crops, brush or trees, except as may otherwise be required by applicable laws, regulations and/or governmental agencies; (vii) the right of first refusal in favor of Seller set forth and described in Section 26 of this Agreement, which right shall run with the land and be binding upon Purchaser and Purchaser's successors-in-title; and (viii) such other exceptions as Purchaser may expressly approve in writing in Purchaser's sole and absolute discretion (collectively, "Permitted Exceptions"). It is acknowledged that the reservation or imposition of the rights or restrictions set forth in subsection (v) above shall not be the basis of an inference or presumption that Seller remains responsible for the maintenance of the Premises or any part thereof, including the levee.

6. **Title and Defects.**

6.1 As soon as reasonably practicable after the Effective Date, Purchaser shall obtain a survey and owner's title insurance commitment for the Premises, and shall promptly provide copies of such items to Seller. Purchaser shall, within fifteen (15) days after its receipt of the final survey, notify Seller of any objections to title, other than Permitted Exceptions.

6.2 Seller shall, on or before Closing, cure and remedy any such objections raised by Purchaser. The failure of Seller to so cure or remedy such objections shall entitle Purchaser, at Purchaser's election, to (i) terminate this Agreement whereupon both Seller and Purchaser shall be relieved of all obligations hereunder, or (ii) proceed to close the purchase and sale of the Premises as herein contemplated notwithstanding the uncured title conditions, in which event Seller shall deliver title to Purchaser at Closing subject to all such uncured conditions.

## **7. Due Diligence Investigations.**

7.1 During the term of this Agreement and through and including the Closing Date, Purchaser and its employees and agents shall have the right and permission to enter upon the Premises or on any part thereof at all reasonable times for the purposes of inspecting, examining, surveying, making soil tests, borings, percolation tests, groundwater tests and other necessary or desirable tests in Purchaser's sole and unlimited discretion, for engineering and development planning and for the determination of surface, sub-surface, topographic and environmental conditions; provided, however, and notwithstanding any other provision of this Agreement, Purchaser agrees to indemnify and hold Seller harmless from and against any claim or liability for injury to persons or damage to or loss of property or expense connected with the undertakings described in this Section 7.1.

7.2 Purchaser shall be responsible for the repair and restoration of any damage to the Premises as a result of the due diligence activities by Purchaser, its employees, agents, independent contractors or other representatives, reasonable wear and tear excepted. Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser access to all documents in its possession relevant to the Premises, including, but not limited to, appraisals, surveys, abstracts of title, deeds, mortgage loan documents, leases, and environmental reports or assessments, if any.

7.3 During the term of this Agreement and through and including the Closing Date, Purchaser, in its sole discretion, may apply for any governmental approvals, permits, licenses or other requirements necessary or desirable in connection with Purchaser's proposed use of the Premises, and Seller hereby expressly consents to the making of such application(s) by Purchaser and shall cooperate with Purchaser in obtaining any and all such permits as Purchaser deems necessary, in Purchaser's sole and unlimited discretion, including, without limitation, any permits for crossing the levee located on the Premises at the eastern boundary.

7.4 In the event that Purchaser, exercising its sole and absolute discretion, shall determine prior to the Closing Date that the Property is not suitable or satisfactory for any reason or no reason, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the Closing Date, whereupon both Seller and Purchaser shall be relieved of all obligations hereunder.

8. **Representations, Warranties and Covenants of Seller.** To induce Purchaser to enter into this Agreement, each Seller makes the representations, warranties and covenants hereinafter contained, each of which is material to, and is relied upon, by Purchaser:

8.1 **No Leases.** Except for the Lease-Option Agreement, no portion of the Land is subject to any leases, rights of occupancy or possession, or tenancy of any kind or nature. Notwithstanding the foregoing, Purchaser acknowledges that the Premises are subject to (i) the rights of Belz to use the trail located on the Premises; and (ii) the right of entry at all reasonable times by Seller and any applicable local, state and federal official for the sole purpose of performing his or her duties (including inspection, maintenance and repair) with respect to the Premises.

8.2 **No Mechanic Liens.** No labor has been performed or material furnished for the Premises (i) for which Seller has not heretofore fully paid, (ii) for which Seller will not, prior to the Closing Date, fully pay, or (iii) for which a mechanic's or materialmen's lien or liens, or any other lien, can be properly claimed by any person or entity.

8.3 **Other Agreements.** Except for the Lease-Option Agreement, no other agreements, including, without limitation, any oral agreements, have been entered into with any person or entity relating to or connected with the sale or use of the Premises. Notwithstanding the foregoing, Purchaser acknowledges that the Premises are subject to (i) the rights of Belz to use the trail located on the Premises; and (ii) the right of entry at all reasonable times by Seller and any applicable local, state and federal official for the sole purpose of performing his or her duties (including inspection, maintenance and repair) with respect to the Premises. It is acknowledged that the reservation or imposition of the rights or restrictions set forth in subsection (ii) above shall not be the basis of an inference or presumption that Seller remains responsible for the maintenance of the Premises or any part thereof, including the levee.

8.4 **Organization; Compliance.** Seller is duly organized, validly existing and in good standing under the laws of the State of Tennessee. Seller has, to the best of its knowledge, complied in all material respects with all federal, state and local laws with respect to the Premises.

8.5 **Authority; Execution; No Inconsistent Agreements, etc.** Seller has full power and authority to make, execute and perform this Agreement, and the transactions required hereunder to be performed by Seller have been duly and validly authorized and approved by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered on behalf of Seller by its duly authorized officer, and this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement will constitute a violation or breach of the agreements or documents under which Seller governs itself; or of any provision of any contract or other instrument to which the Seller is a party or by which Seller's business may be affected or secured; or of any order, writ, injunction, decree, statute, rule or regulation affecting Seller's business or the Premises or to which Seller is otherwise subject.

8.6 **Title.** Seller has, and on the Closing Date will have, good and marketable fee simple title to the Premises, free and clear of all mortgages, pledges, security interests and conditional sales agreements, other than the Permitted Exceptions; and free and clear of all

encumbrances, liens or charges of any kind or character which would affect the marketability of title to the Premises, other than the Permitted Exceptions.

9. **Contingencies Upon Obligations of Purchaser.** The obligations of Purchaser hereunder to close are contingent upon the satisfaction, in the sole and absolute discretion of Purchaser, of each of the following conditions and contingencies:

9.1 **Cure of Title Objections; No Material Changes in the Condition of Title and Matters of Survey.** There shall be no material changes in the condition of the title, including but not limited to the matters of survey, from the date of the completion of the procedures set forth in Section 6 hereof until the Closing Date.

9.2 **Accuracy of Representations and Warranties.** All of the covenants, agreements, statements, undertakings, representations and warranties made by Seller in this Agreement or in any document or instrument delivered by Seller pursuant to the provisions hereof or at or in connection with the Closing shall be true and accurate, and/or shall have been fully performed, as of the Closing Date.

9.3 **Permits.** Purchaser shall be able to obtain, on or before Closing, any and all permits for the use of the Premises, as determined in Purchaser's sole and unlimited discretion, including, without limitation, any permits for crossing the levee located on the Premises at the eastern boundary.

9.4 **Seller's Deliveries.** Seller shall deliver the items and information required of Seller in Section 10 herein.

If Purchaser elects to terminate this Agreement for the failure of Seller to satisfy any or all of the above conditions and contingencies, then both Seller and Purchaser shall be relieved of all obligations hereunder.

## 10. **Closing.**

10.1 **Closing Date.** The closing ("Closing Date" or "Closing") shall take place on or before the date that is sixty (60) days after the Effective Date at such location designated by Purchaser.

10.2 **Deliveries at Closing.** On the Closing Date, the Closing shall occur as follows, subject to the satisfaction of all of the terms and conditions of this Agreement:

10.2.1 Seller shall execute and deliver to Purchaser, or its designee or assignee, a special warranty deed in recordable form conveying to Purchaser, or its designee or assignee, good, unencumbered, fee simple, marketable title to the Premises subject only to the Permitted Exceptions.

10.2.2 Seller shall deliver possession of the Premises to Purchaser at Closing, free and clear of any tenants.

10.2.3 Seller shall execute and deliver to Purchaser at Closing such affidavits or other documents required by Purchaser's closing attorney and/or title insurance company issuing Purchaser's title insurance policy as are customarily required for similar transactions in Shelby County, Tennessee.

10.2.4 Seller shall deliver to Purchaser such other instruments and documents as shall be reasonably necessary for the consummation of the transaction, including, without limitation, closing statements, certificates of title, lien affidavits, Substitute 1099, a FIRPTA certification, and such other documents as are customarily required for similar transactions in Shelby County, Tennessee.

10.2.5 Upon Seller's delivery at Closing of the deed, affidavit and other documents described above, Purchaser shall pay to Seller at Closing the Purchase Price, in full, as adjusted to reflect the prorations hereunder.

10.2.6 Purchaser shall pay (i) all recording fees, (ii) the fees and expenses of Purchaser's attorneys, (iii) the cost for preparation of a deed to the Premises, (iv) all of the premium for an owner's title insurance policy in an amount to be determined by Purchaser, (v) all other costs incurred by Purchaser, and (vi) the cost of any excise tax or similar transfer tax. Seller shall pay (i) the fees and expenses of Seller's attorneys, and (ii) the cost of discharging any liens on the Premises and for preparing and recording satisfactions or releases of existing mortgages, liens or other encumbrances upon the Premises.

10.2.7 All city, county, and state ad valorem property taxes affecting the Premises for the year of the Closing, and any special assessments relating to the Premises, shall be prorated as of the Closing Date and Seller shall pay for that portion of said taxes and any special assessments due through the Closing Date. Further, Seller shall pay any roll back or recapture of real property ad valorem taxes assessed against the Premises even if such roll back or recapture of said taxes are assessed or collected by the local taxing authority following the Closing Date. Seller's obligation in the immediately preceding sentence shall survive Closing.

11. **Breach of Agreement.** In the event of a breach of this Agreement by Seller, Purchaser may exercise any and all rights and remedies afforded to Purchaser at law or in equity, including, without limitation, specific performance of this Agreement. In the event of a breach of this Agreement by Purchaser, Seller may exercise any and all rights and remedies afforded to Seller at law or in equity.

12. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery; (ii) on the date received by facsimile or other electronic means; (iii) one (1) day after the date tendered for delivery by nationally recognized overnight courier; or (iv) three (3) days after the date tendered for delivery by United States mail with postage prepaid thereon, certified or registered mail, return receipt requested, and in any event addressed as follows:

If to Purchaser:



Nucor Steel Memphis, Inc.  
Attention: General Manager  
3601 Paul R. Lowry Road  
Memphis, Tennessee 38109  
Telephone: (901) 786-5820  
Facsimile: (901) 786-5901

with a copy to (which shall not constitute notice):

Moore & Van Allen PLLC  
Attention: Ernest S. DeLaney III  
Bank of America Corporate Center  
100 North Tryon Street, Suite 4700  
Charlotte, North Carolina 28202-4003  
Telephone: (704) 331-3519  
Facsimile: (704) 339-5819

If to Seller:

Memphis and Shelby County Port Commission  
Attention: Chairman  
1115 Riverside Boulevard  
Memphis, Tennessee 38106-2504  
Telephone: (901) 948-4422  
Facsimile: (901) 775-9818

Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

13. **Real Estate Broker Warranty.** Seller and Purchaser hereby represent and warrant to each other that no real estate broker has participated in or pursued this transaction.

14. **Condemnation.** If at any time prior to the Closing Date, all or a substantial part of the Premises is condemned or taken by eminent domain, Purchaser shall have the option:

- (a) To terminate this Agreement, in which event the same shall be null and void, or
- (b) To proceed to close the sale of the Premises in which event Seller shall assign to Purchaser at the Closing all condemnation awards theretofore received by Seller and all rights of Seller in and to future condemnation awards with respect to the Premises.

15. **Governing Law.** This Agreement is made and shall be construed under and in accordance with the laws of the State of Tennessee.

16. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions, options and agreements between Seller and Purchaser with respect to the Premises, and contains the sole and entire understanding between Seller and Purchaser with respect to the Premises. All promises, inducements, offers, solicitations, contracts, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

17. **Survival.** This Agreement shall not be merged into any of the instruments or documents executed and delivered at the Closing, but shall survive the Closing, and the provisions, representations, warranties and indemnities made herein shall remain in full force and effect thereafter.

18. **Captions.** All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

19. **References.** All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereunder", and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof.

20. **Counterparts; Faxed Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The undersigned further agree that this Agreement may be transmitted between them by facsimile signatures, and the parties further intend that faxed signatures constitute original signatures and that a faxed Agreement (whether one or more counterparts) containing the originals (original or faxed) of all the parties is binding on the parties. If the parties exchange facsimile signatures, then the parties agree to exchange the original signatures as soon thereafter as is reasonably practical.

21. **Waiver.** Any condition or right of termination, cancellation, or rescission granted by this Agreement to Purchaser may be waived by Purchaser, but no such waiver may be relied upon or asserted by Seller unless such waiver has been made in writing by Purchaser.

22. **Assignment.** Purchaser shall have the right to assign this Agreement and all rights hereunder, only to an affiliated entity (the "Assignee"), without limitation and without giving advance notice to, or obtaining consent by, Seller. As used in this Lease, "affiliated entity" shall mean any entity in which Purchaser or its parent holds, directly or indirectly, twenty percent (20%) or more of the equity interest. Upon such assignment, Assignee will be vested with all rights of Purchaser and will be charged with all of Purchaser's duties hereunder.

23. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, administrators, successors, assigns and successors-in-title where permitted by this Agreement. For purposes of rights created by this Agreement, Purchaser shall mean Purchaser and any designee or current or future assignee of Purchaser.

24. **Standstill.** From and after the Effective Date, and through and including the earlier of the termination of this Agreement or Closing, Seller shall not, directly or indirectly, initiate, encourage, pursue, continue, accept or permit any representative of Seller to discuss, solicit, initiate, encourage, pursue (including the furnishing of any information) or accept any inquiries, discussions, offers or proposals which reasonably could lead to a sale or other disposition of the Premises. In addition, Seller shall immediately terminate any and all other negotiations related to any sale of the Premises, and shall notify any and all other interested parties (other than Purchaser) that any related discussions (including any due diligence inquiries) have concluded and that no further negotiations will be conducted.

25. **Date for Performance.** If the time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday, or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day. Time is of the essence of this Agreement.

26. **Seller's Right of First Refusal.** It is hereby understood and agreed that should, at some future date, (i) the Premises become surplus to the needs of Purchaser, as determined by Purchaser in its sole and absolute discretion; and/or (ii) Purchaser offers the Premises for sale to any person or entity which is not an affiliated entity of Purchaser; and/or (iii) Purchaser receives a bona fide purchase offer for the Premises from any person or entity which is not an affiliated entity of Purchaser which Purchaser intends to accept, then Seller shall have the right of first refusal to repurchase the Premises for an amount equal to the sum total of all Rent payments paid as of such future date pursuant to the Lease-Option Agreement. Purchaser shall provide written notice to Seller upon the occurrence of any of the events described in (i) through (iii) above ("Purchaser's Initial Notice"); and Seller shall provide Purchaser with written notice, within thirty (30) days after Seller's receipt of Purchaser's Initial Notice ("Seller's Repurchase Notice"), indicating whether Seller will elect to exercise its right of first refusal to repurchase the Premises. If Seller elects to exercise its right of first refusal to repurchase the Premises, the closing on the repurchase (a) shall occur on or before that date which is sixty (60) days after the date Purchaser receives Seller's Repurchase Notice, and (b) may be accomplished via mail or overnight delivery service.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the Effective Date.

**SELLER:**

ATTEST:

**CITY OF MEMPHIS,**  
a Tennessee municipal corporation

\_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged him(her)self to be the Mayor of the **CITY OF MEMPHIS**, a municipal corporation of the State of Tennessee, and that (s)he as Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by him(her)self as Mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

ATTEST:

**COUNTY OF SHELBY,**  
one of the counties of the State of Tennessee

\_\_\_\_\_  
Clerk of County Commission

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

APPROVED AS TO LEGAL FORM,  
EFFICACY AND PROPRIETY:

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged him(her)self to be the Mayor of the **COUNTY OF SHELBY**, State of Tennessee, and that (s)he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by him(her)self as Mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

**MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

By: \_\_\_\_\_  
Thomas E. Fisher, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Commission Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as Chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

**PURCHASER:**

**NUCOR STEEL MEMPHIS, INC.,**  
a Delaware corporation

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
B. Thad Solomon, Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared **B. THAD SOLOMON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of **NUCOR STEEL MEMPHIS, INC.**, a Delaware corporation, and that he as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

## EXHIBIT A

### LEGAL DESCRIPTION

#### BUFFER AREA:

BEING A LEGAL DESCRIPTION OF A PARTITION OF PART OF THE CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN PROPERTY RECORDED IN BOOK 3937 – PAGE 205 AT THE SHELBY COUNTY REGISTER'S OFFICE (SCRO), SAID PROPERTY BEING PART OF LOT 14, BEING PART OF LOT 18, BEING PART OF LOT 19, AND BEING PART OF STEPHENSON (LOT) OF THE SUBDIVISION SHOWN ON THE MAP OF THE ENSLEY PLANTATION AS RECORDED IN PLAT BOOK 3 – PAGE 59 AND PAGE 60 (SCRO), SAID PARTITION TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS "SUBJECT PARCEL 04", AND SAID SUBJECT PARCEL 04 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TANGENT INTERSECTION OF THE CENTERLINE OF RIVERPORT ROAD [PUBLIC, PAVED ROAD - 84 FEET WIDE] AND THE CENTERLINE OF PAUL R. LOWRY ROAD [PUBLIC, PAVED ROAD – 84 FEET WIDE]; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST – 6299.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST – 530.57 FEET TO THE NORTHEAST CORNER OF PROPERTY OWNED, NOW OR FORMERLY, BY NUCOR STEEL MEMPHIS, INC. (INSTRUMENT NUMBER 06100440), SAID NORTHEAST CORNER AS EVIDENCED BY A FOUND IRON PIN; THENCE NORTH 89 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE NORTHERLY DEED LINE OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY- 4,410.51 FEET TO THE NORTHWEST CORNER OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY [FOUND REBAR], SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE WESTERLY DEED LINE OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY - 2,429.58 FEET TO A FOUND 3/4 INCH REBAR AT AN ANGLE POINT; THENCE SOUTH 08 DEGREES 22 MINUTES 00 SECONDS WEST (CONTINUING ALONG SAID WESTERLY DEED LINE OF THE NUCOR STEEL MEMPHIS, INC. PROPERTY) - 1,343.01 FEET TO A FOUND 1/2 INCH REBAR AT AN ANGLE POINT; THENCE SOUTH 20 DEGREES 58 MINUTES 34 SECONDS WEST (CONTINUING ALONG SAID WESTERLY DEED LINE OF THE NUCOR STEEL MEMPHIS, INC. PROPERTY AND THE SOUTHWESTERLY PROJECTION THEREOF AND PASSING A FOUND 1/2 INCH REBAR AT 409.22 FEET) A DISTANCE OF 1109.69 FEET TO A SET CAPPED REBAR (FOUND ALUMINUM CAP AT SOUTH 20 DEGREES 58 MINUTES 34 SECONDS WEST – 50.0 FEET FROM SUBJECT 04 CORNER), SAID SET CAPPED REBAR BEING IN THE NORTHERLY LINE OF THAT 100 FOOT WIDE NATURAL GAS PIPELINE EASEMENT (CENTERPOINT ENERGY, INC.) OF RECORD IN BOOK 3182 – PAGE 269, BOOK 4662 – PAGE 352 AND INSTRUMENT NUMBER EZ-0835 (SCRO); THENCE NORTH 67 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID NORTHERLY LINE OF 100 FOOT WIDE NATURAL GAS PIPELINE EASEMENT – 1728.59 FEET TO THE EASTERLY DEED LINE OF THE BELZ INVESTCO L.P. PROPERTY OF RECORD IN INSTRUMENT NUMBER AW-2470 (SCRO) (FOUND



ALUMINUM CAP AT SOUTH 39 DEGREES 06 MINUTES 55 SECONDS WEST – 52.1 FEET); THENCE NORTH 39 DEGREES 06 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY DEED LINE OF SAID BELZ INVESTCO L.P. PROPERTY – 720.56 FEET TO A FOUND 1 INCH REBAR AT AN ANGLE POINT; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS EAST ALONG SAID EASTERLY DEED LINE OF SAID BELZ INVESTCO L.P. PROPERTY - 2,816.89 FEET TO A FOUND ALUMINUM CAP AT AN ANGLE POINT; THENCE NORTH 25 DEGREES 30 MINUTES 00 SECONDS WEST (CONTINUING ALONG SAID EASTERLY DEED LINE OF THE BELZ INVESTCO L.P. PROPERTY) – 432.17 FEET TO A SET REBAR IN A LINE OF PARTITION OF THE SAID CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN PROPERTY RECORDED IN BOOK 3937 – PAGE 205, SAID LINE OF PARTITION BEING THE SOUTHWESTWARDLY PROJECTION OF THE WESTERNMOST SOUTHERLY LINE OF THE SOUTH HARBOR LICENSE AREA (UNRECORDED) SHOWN ON A SURVEY BY PICKERING FIRM, INC. TITLED “SURVEY OF THREE PARCELS OF LAND BEING PART OF THE CITY OF MEMPHIS, THE COUNTY OF SHELBY AND THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION PROPERTY [INST NO 04017823 AND INST NO G5-2092], AND BEING PART OF THAT SUBDIVISION KNOWN AS THE MAP OF THE ENSLEY PLANTATION [PLBK 3 - PG 59-60]”, SAID SURVEY BEING DESIGNATED AS SHEET NUMBER V101 AND BEING LAST REVISED ON FEBRUARY 6, 2007; THENCE NORTH 84 DEGREES 31 MINUTES 29 SECONDS EAST ALONG SAID LINE OF PARTITION AND SAID SOUTHWESTWARDLY PROJECTION – 954.91 FEET TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID SOUTH HARBOR LICENSE AREA; THENCE NORTH 05 DEGREES 28 MINUTES 31 SECONDS WEST ALONG THE SOUTHERNMOST EASTERLY LINE OF SAID SOUTH HARBOR LICENSE AREA - 175.00 FEET TO THE SOUTHERLY LINE OF SUBJECT PARCEL 02, SAID SUBJECT PARCEL 02 SHOWN ON SAID SURVEY BY PICKERING FIRM, INC; THENCE NORTH 84 DEGREES 31 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY LINE OF SUBJECT PARCEL 02 A DISTANCE OF 1,006.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,437,461 SQUARE FEET OR 170.741 ACRES, MORE OR LESS.

**EXHIBIT C**

**MEMORANDUM OF LEASE AND OPTION TO PURCHASE**

THIS INSTRUMENT PREPARED BY:

Mary Aronov  
Baker Donelson Bearman Caldwell & Berkowitz  
Memphis, Tennessee

AND WHEN RECORDED, RETURN TO:

Alex Burroughs  
Moore & Van Allen PLLC  
100 North Tryon Street, Suite 4700  
Charlotte, North Carolina 28202-4003

**STATE OF TENNESSEE**

**MEMORANDUM OF LEASE AND OPTION TO PURCHASE**

**COUNTY OF SHELBY**

**THIS MEMORANDUM OF LEASE AND OPTION TO PURCHASE** (this "Memorandum") is made and entered into effective as of the 1<sup>st</sup> day of December, 2009, by and between **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, having an office and place of business at 125 North Main Street, Suite 200, Memphis, Tennessee 38103-2078, Telephone: (901) 576-6274, Facsimile: (901) 576-6278, **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee, having an office and place of business at 160 North Main Street, Suite 850, Memphis, Tennessee 38103, Telephone: (901) 545-4502, Facsimile: (901) 545-4759, and the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, having an office and place of business at 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504, Attention: Chairman, Telephone: (901) 948-4422, Facsimile: (901) 775-9818 (collectively, "Landlord"); and **NUCOR STEEL MEMPHIS, INC.**, a Delaware corporation, having an office and place of business at 3601 Paul R. Lowry Road, Memphis, Tennessee 38109, Attention: General Manager, Telephone: (901) 786-5820, Facsimile: (901) 786-5901 ("Tenant").

**RECITALS:**

A. Pursuant to that certain Lease Agreement with Option to Purchase, dated effective as of December 1, 2009, by and between Landlord and Tenant (the "Lease"), Landlord leased to Tenant and Tenant leased from Landlord, upon and subject to the terms and conditions thereof, all that certain piece, parcel, or tract of land described on Exhibit A attached hereto and incorporated herein by reference (the "Buffer Area").

B. Pursuant to the terms of the Lease, Landlord granted to Tenant the exclusive right and option to purchase the Buffer Area (the "Option") upon the terms and conditions more particularly described therein.

C. The parties hereto desire to execute and record a memorandum of the Lease and the Option contained therein.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The addresses of Landlord and Tenant are as set forth above, and a copy of the Lease is on file with Landlord and Tenant at said addresses.

2. The terms of the Lease, including the Option, are incorporated herein as if fully set forth herein.

3. The term of the Lease shall be for a period of ten (10) years beginning on December 1, 2009 (the "Commencement Date" under the Lease) and ending at 11:59:59 PM (Central Standard Time) on November 30, 2019.

4. The Lease contains the Option, exercisable in accordance with the provisions set forth therein, but in no event later than January 29, 2020.

5. This Memorandum is not intended to set forth all of the terms of the Lease or the Option, and reference is hereby made to the Lease for a delineation of all of the terms of the Lease and the Option.

[The remainder of this page is left blank intentionally.]

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Memorandum of Lease and Option to Purchase to be executed by their duly authorized officers, effective as of the day and year first above written.

**LANDLORD:**

ATTEST:

**CITY OF MEMPHIS,**  
a Tennessee municipal corporation

\_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged him(her)self to be the Mayor of the **CITY OF MEMPHIS**, a municipal corporation of the State of Tennessee, and that (s)he as Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by him(her)self as Mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

ATTEST:

**COUNTY OF SHELBY,**  
one of the counties of the State of Tennessee

\_\_\_\_\_  
Clerk of County Commission

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

APPROVED AS TO LEGAL FORM,  
EFFICACY AND PROPRIETY:

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who upon oath acknowledged him(her)self to be the Mayor of the **COUNTY OF SHELBY**, State of Tennessee, and that (s)he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by him(her)self as Mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

**MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

By: \_\_\_\_\_  
Thomas E. Fisher, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Commission Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as Chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

TENANT:

**NUCOR STEEL MEMPHIS, INC.,**  
a Delaware corporation

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
B. Thad Solomon, Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared **B. THAD SOLOMON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of **NUCOR STEEL MEMPHIS, INC.**, a Delaware corporation, and that he as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

[The remainder of this page is left blank intentionally.]

## EXHIBIT A

### LEGAL DESCRIPTION

#### BUFFER AREA:

BEING A LEGAL DESCRIPTION OF A PARTITION OF PART OF THE CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN PROPERTY RECORDED IN BOOK 3937 – PAGE 205 AT THE SHELBY COUNTY REGISTER'S OFFICE (SCRO), SAID PROPERTY BEING PART OF LOT 14, BEING PART OF LOT 18, BEING PART OF LOT 19, AND BEING PART OF STEPHENSON (LOT) OF THE SUBDIVISION SHOWN ON THE MAP OF THE ENSLEY PLANTATION AS RECORDED IN PLAT BOOK 3 – PAGE 59 AND PAGE 60 (SCRO), SAID PARTITION TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS "SUBJECT PARCEL 04", AND SAID SUBJECT PARCEL 04 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TANGENT INTERSECTION OF THE CENTERLINE OF RIVERPORT ROAD [PUBLIC, PAVED ROAD - 84 FEET WIDE] AND THE CENTERLINE OF PAUL R. LOWRY ROAD [PUBLIC, PAVED ROAD – 84 FEET WIDE]; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST – 6299.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST – 530.57 FEET TO THE NORTHEAST CORNER OF PROPERTY OWNED, NOW OR FORMERLY, BY NUCOR STEEL MEMPHIS, INC. (INSTRUMENT NUMBER 06100440), SAID NORTHEAST CORNER AS EVIDENCED BY A FOUND IRON PIN; THENCE NORTH 89 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE NORTHERLY DEED LINE OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY- 4,410.51 FEET TO THE NORTHWEST CORNER OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY [FOUND REBAR], SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE WESTERLY DEED LINE OF SAID NUCOR STEEL MEMPHIS, INC. PROPERTY - 2,429.58 FEET TO A FOUND 3/4 INCH REBAR AT AN ANGLE POINT; THENCE SOUTH 08 DEGREES 22 MINUTES 00 SECONDS WEST (CONTINUING ALONG SAID WESTERLY DEED LINE OF THE NUCOR STEEL MEMPHIS, INC. PROPERTY) - 1,343.01 FEET TO A FOUND 1/2 INCH REBAR AT AN ANGLE POINT; THENCE SOUTH 20 DEGREES 58 MINUTES 34 SECONDS WEST (CONTINUING ALONG SAID WESTERLY DEED LINE OF THE NUCOR STEEL MEMPHIS, INC. PROPERTY AND THE SOUTHWESTERLY PROJECTION THEREOF AND PASSING A FOUND 1/2 INCH REBAR AT 409.22 FEET) A DISTANCE OF 1109.69 FEET TO A SET CAPPED REBAR (FOUND ALUMINUM CAP AT SOUTH 20 DEGREES 58 MINUTES 34 SECONDS WEST – 50.0 FEET FROM SUBJECT 04 CORNER), SAID SET CAPPED REBAR BEING IN THE NORTHERLY LINE OF THAT 100 FOOT WIDE NATURAL GAS PIPELINE EASEMENT (CENTERPOINT ENERGY, INC.) OF RECORD IN BOOK 3182 – PAGE 269, BOOK 4662 – PAGE 352 AND INSTRUMENT NUMBER EZ-0835 (SCRO); THENCE NORTH 67 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID NORTHERLY LINE OF 100 FOOT WIDE NATURAL GAS PIPELINE EASEMENT – 1728.59 FEET TO THE EASTERLY DEED LINE OF THE BELZ INVESTCO L.P. PROPERTY OF RECORD IN INSTRUMENT NUMBER AW-2470 (SCRO) (FOUND ALUMINUM CAP AT SOUTH 39 DEGREES 06 MINUTES 55 SECONDS WEST – 52.1



FEET); THENCE NORTH 39 DEGREES 06 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY DEED LINE OF SAID BELZ INVESTCO L.P. PROPERTY – 720.56 FEET TO A FOUND 1 INCH REBAR AT AN ANGLE POINT; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS EAST ALONG SAID EASTERLY DEED LINE OF SAID BELZ INVESTCO L.P. PROPERTY - 2,816.89 FEET TO A FOUND ALUMINUM CAP AT AN ANGLE POINT; THENCE NORTH 25 DEGREES 30 MINUTES 00 SECONDS WEST (CONTINUING ALONG SAID EASTERLY DEED LINE OF THE BELZ INVESTCO L.P. PROPERTY) – 432.17 FEET TO A SET REBAR IN A LINE OF PARTITION OF THE SAID CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN PROPERTY RECORDED IN BOOK 3937 – PAGE 205, SAID LINE OF PARTITION BEING THE SOUTHWESTWARDLY PROJECTION OF THE WESTERNMOST SOUTHERLY LINE OF THE SOUTH HARBOR LICENSE AREA (UNRECORDED) SHOWN ON A SURVEY BY PICKERING FIRM, INC. TITLED “SURVEY OF THREE PARCELS OF LAND BEING PART OF THE CITY OF MEMPHIS, THE COUNTY OF SHELBY AND THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION PROPERTY [INST NO 04017823 AND INST NO G5-2092], AND BEING PART OF THAT SUBDIVISION KNOWN AS THE MAP OF THE ENSLEY PLANTATION [PLBK 3 - PG 59-60]”, SAID SURVEY BEING DESIGNATED AS SHEET NUMBER V101 AND BEING LAST REVISED ON FEBRUARY 6, 2007; THENCE NORTH 84 DEGREES 31 MINUTES 29 SECONDS EAST ALONG SAID LINE OF PARTITION AND SAID SOUTHWESTWARDLY PROJECTION – 954.91 FEET TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID SOUTH HARBOR LICENSE AREA; THENCE NORTH 05 DEGREES 28 MINUTES 31 SECONDS WEST ALONG THE SOUTHERNMOST EASTERLY LINE OF SAID SOUTH HARBOR LICENSE AREA - 175.00 FEET TO THE SOUTHERLY LINE OF SUBJECT PARCEL 02, SAID SUBJECT PARCEL 02 SHOWN ON SAID SURVEY BY PICKERING FIRM, INC; THENCE NORTH 84 DEGREES 31 MINUTES 29 SECONDS EAST ALONG SAID SOUTHERLY LINE OF SUBJECT PARCEL 02 A DISTANCE OF 1,006.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,437,461 SQUARE FEET OR 170.741 ACRES, MORE OR LESS.